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AGREEMENT BETWEEN
THE CLERICAL EMPLOYEES ASSOCIATION
OF OCEAN COUNTY COLLEGE AND
THE BOARD OF TRUSTEES OF OCEAN COUNTY COLLEGE,
TOMS RIVER, NEW JERSEY,
FOR THE FISCAL YEARS COMMENCING JULY 1, 1975
THROUGH THE FISCAL YEAR ENDING JUNE 30, 1977.

Ocean County

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Institute of Management and
Labor Relations

1975

RUTGERS UNIVERSITY

THIS AGREEMENT, made this day of
1975, by and between the CLERICAL EMPLOYEES ASSOCIATION OF
OCEAN COUNTY COLLEGE, hereinafter sometimes referred to as
"Association," and the BOARD OF TRUSTEES OF OCEAN COUNTY
COLLEGE, hereinafter sometimes referred to as "College:"

W I T N E S S E T H:

Principles of Agreement

A. This Agreement is negotiated in order to establish for its term the terms and conditions of employment for all members of the staff employed in the classifications set forth in Article I-A attached hereto and made a part hereof.

B. The College and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise as to the proper interpretation or implementation of this Agreement.

C. The College and the Association accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill.

D. The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof, or until changed by mutual consent in writing.

ARTICLE I

Recognition

A. Unit. The Board hereby recognizes the Association as the exclusive and sole representative for collective regular negotiations as defined in Chapter 123, New Jersey Public Laws, 1975, for all regular full-time and part-time clerical employees presently employed or hereafter employed

by the College, as defined in PERC's Certification dated April 23, 1973, and attached to this Agreement as Exhibit "A."

B. Definition of Employee. Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to female employees shall include male employees.

ARTICLE II

Negotiation of Successor Agreement

A. Policy Changes. This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants, or other undertakings, other than expressly set forth herein, and the College and the Association are hereby bound to the extent of this Agreement and to any mandatory laws applicable to the employee-employer relationship between the parties.

B. Not earlier than September 15, 1976, nor later than October 15, 1976, the College and Association agree to negotiate over a successor agreement in accordance with the procedure set forth herein, in good faith effort on both sides to reach agreement concerning salaries, conditions of employment and other matters which are not reserved to the Board as a management prerogative or which is not prohibited by law. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.

C. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) working days

after receipt of mutual proposals by the College and the Association, unless the parties agree to an extension of time described herein. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is reasonable and necessary to the subjects under negotiation.

D. Members of the bargaining unit will not be scheduled by the parties hereto to participate during working hours in negotiation meetings, except as mutually agreed by both parties to this Agreement.

E. Modification. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by the parties. Any waiver by either party to any part of this Agreement shall not be deemed to be a waiver of any other part of this Agreement.

F. The College agrees not to negotiate concerning said employees' negotiation unit, as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.

G. During the terms of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE III

Grievance Procedure

A. Definitions.

1. Grievance. A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, or administrative policy or decision directly affecting an employee or employees within the unit.

2. Aggrieved Person. An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in Interest. A "party in interest" is the person or persons making the claim, including the College or the Association.

B. Purpose. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees and the employer. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure.

1. Time Limits. The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.

2. Level 1 - Immediate Supervisor. An employee with a grievance shall first discuss it with his/her immediate supervisor, with the objective of resolving the matter informally. A representative of the Association shall not be present at this level.

3. Level 2 - Director of Personnel. If the ag-

grieved person is not satisfied with the disposition of its grievance at Level 1, or no decision has been rendered within five (5) work days after the presentation of the grievance, he/she may file the grievance in writing with the Association within five (5) work days after the decision at Level 1, or ten (10) work days after the grievance was presented, whichever is sooner. Within five (5) work days after receiving the written grievance, the Association shall refer it to the Director of Personnel. The Director of Personnel shall render a written decision within fifteen (15) work days of receipt of the grievance.

4. Level 3 - President of College. If the aggrieved person is not satisfied with the disposition of his grievance at Level 2, or if no decision has been rendered within fifteen (15) work days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) work days after the decision at Level 2, or twenty (20) work days after the grievance was presented, whichever is sooner. Within five (5) work days after receiving the written grievance, the Association shall refer it to the President of the College or his designee. The Association or the grievant shall also submit a copy of the grievance to the College Board of Trustees for information purposes only. Said grievance shall only be submitted in writing. The President or his designee shall then render a written decision within fifteen (15) work days of receipt of the grievance.

5. Level 4 - Advisory Arbitration.

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 3, or if no decision has been rendered within twenty (20) working days after the grievance was delivered to the President of the College, he/she may within five (5) work days after a decision by the President or twenty (20) work days after the grievance was delivered to the President, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association in its discretion determines that the grievance is meritorious, it may submit the grievance on behalf of the individual to arbitration within fifteen (15) work days after receipt of request by the aggrieved person.

(b) Within ten (10) work days after such written notice of submission to arbitration, the College and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the College and the Association and hold hearings promptly, and shall issue his decision not later than twenty (20) days from the date of the closing

of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusion as to the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement, or not the subject of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory to the parties. In the event either party is dissatisfied with the result of the arbitration, that party may apply to the appropriate State court.

(d) In the event the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions herein, which decision shall be advisory and not binding on either party, and if either party is dissatisfied with the arbitrator's decision, said party may appeal to the appropriate State court.

(e) The cost for the services of the arbitrator, including per diem expenses if any, and actual necessary travel subsistence expenses and the cost of the hearing room shall be borne equally by the College and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation.

1. Employee and Association. Any aggrieved person may be represented after Level 1 of the Grievance Procedure by himself or at his option by a representative selected or approved by the Association.

2. Reprisals. No reprisal of any kind shall be taken by the College or by any member of the administration, or by the Association or by any employee, against any party in interest, any representative, any member of the College or the Association, or any other participant in a grievance procedure by reason of such participation.

E. Miscellaneous.

1. Written Decisions. All decisions rendered above Level 1 of the Grievance Procedure shall be in writing setting forth the decision and the reasons therefor, and shall be transmitted promptly to all parties in interest and to the Association.

2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred in this Article.

3. If, in the judgment of the Association, a grievance affects a class or group of employees, the Association may submit such grievance in writing to the Director of Personnel directly and the processing of such grievance shall be commenced at Level 2. The Association may process such a grievance through all levels of the Grievance Procedure even though the aggrieved person does not wish to do so.

ARTICLE IV

Association-College Relationship

A. The College and Association agree that there shall be no discrimination, interference or coercion by either party against any employee because of his membership in the Association or because of his refusal to join the Association. The Association further agrees that it shall not unlawfully coerce employees into membership.

B. The Board agrees to make available to the Association all public records for their review that are relevant to a matter contained in this Agreement. It is understood that the Board does not have an obligation to provide reports or data not public records as defined in the "Right to Know Law" of this State.

C. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings with the Board or its representative, he shall suffer no loss in pay. Nothing herein shall require the Board or the College to schedule such meetings during working hours.

D. Representatives of the Association shall be permitted to transact official Association business on College property at times and places to be determined in accordance with prevailing College policy, procedures and regulations. It is understood that all meetings of the Association shall be held so as not to interfere with or interrupt normal College operations. The request for scheduling of all

meetings shall be made through the designated College scheduling office.

E. The Association shall have the right to use College equipment such as typewriters, ditto and mimeographing machines, calculating machines, at reasonable times when such equipment is not otherwise in use as determined by the College or its representatives. Prior to such use, a written request may be required by the College or its representative. The Association shall pay for the reasonable cost of all material and supplies incidental to such use.

F. The Association shall have the right to use the inter-College mail facilities only for the purpose of notifying its membership of meetings.

G. The College retains all existing rights insofar as its relationship with the employees of the Association is concerned, except as these are limited by the specific terms of this Agreement.

ARTICLE V

Work Schedule

The normal work week for all present full-time employees of the unit shall be thirty-five (35) hours weekly, five (5) consecutive days a week, with one hour for lunch daily. Depending upon the employee's particular department, he/she may be required to work from 8:00 a.m. to 4:00 p.m., 8:30 a.m. to 4:30 p.m., or 9:00 a.m. to 5:00 p.m. Monday through Friday. Other hours of work to meet the particular requirements of a department may be mutually scheduled by the College and the employee upon the recommendation of the

Department Supervisor and the approval of the College Personnel Office.

The normal work week for present full-time employees, as noted above, does not negate the right of the College to establish other work week patterns for either vacant or newly budgeted positions. Such additional work week patterns shall provide at least a thirty-five (35) hour work week plus one hour for lunch/dinner.

Coffee Breaks. Two (2) uninterrupted periods of not more than fifteen (15) minutes (one in the morning and one in the afternoon) shall be available to employees. The times shall be mutually agreed to by the employee and his/her supervisor.

Overtime. Overtime is defined as any authorized work time spent at regular duties or other assignments, either before or after regular daily work hours described hereinbefore, above the thirty-five (35) hours per week, excluding lunch/dinner hour.

2. All overtime will be rounded to the nearest half hour at the end of each pay period. This will be remunerated at the rate of one and a half times the hourly salary for all hours worked over forty (40) hours in a single week. For overtime hours worked from thirty-six (36) through forty (40) hours, compensation will be at the regular hourly rate. In the event the employee and the immediate supervisor mutually agree, compensatory time may be allowed in lieu of salary.

3. If a full-time day employee must work evenings, he/she will be allowed two (2) hours off between his/her day

and evening schedule as a dinner period.

ARTICLE VI

Working Conditions

A. Job Description.

1. There shall be on file in the Personnel Office a comprehensive job description of each clerical position. Any major change in the assigned duties or responsibilities of any clerical position shall be made known to the Association.

2. On the first day of employment each clerical employee shall be given a copy of his/her job description.

B. Assigned Duties. At no time shall the College or any agent thereof assign or direct any employee covered by this Agreement to any other duties outside of the duties appropriate to their job classification and consistent with their general job description for a period longer than fifteen (15) working days unless mutually agreed to by the parties herein. This does not preclude reassignment of the employee to comparable job classifications within the College.

C. Vacation Schedule.

1. Vacation leave shall be scheduled in conformance with the work schedule of the department and shall be subject to the approval of the employee's supervisor.

2. Vacation leave shall be earned according to employment service at the following rates:

| | |
|---------------------------|---|
| First through Fourth Year | 5/6th days per month, or a total of 10 days per year. |
| Fifth through Ninth Year | 1 1/4 days per month or a total of 15 days per year. |

Tenth Year and over 1 2/3 days per month, or a
total of 20 days per year.

3. Vacation leave may not be taken in advance of being earned.

4. Vacation leave must be taken within one calendar year of the year in which it was earned.

5. Permanent part-time employees who regularly work at least one-half of a full-time schedule shall earn proportionate vacation leave in accordance with the above accrual rates.

D. Holiday Schedule.

1. Holidays allowed and paid for are:

New Years Day

Good Friday

Monday after Easter

Memorial Day

July 4

Labor Day

Thanksgiving

Friday after Thanksgiving

Christmas

Day before or after Christmas

2. The College hereby guarantees to each employee three (3) days of holiday in addition to the days set forth hereinabove. The precise dates shall be determined by the College. In the event the College holiday established by the College, not specifically set forth hereinabove, falls on a day which it is deemed necessary by the College admin-

istration to continue support services, a percentage of employees may be scheduled to work on a straight time basis. An alternate compensatory day off will be scheduled for employees working on such holidays, which are the three (3) holidays referred to herein. Any employee working on a holiday which is specifically designated hereinabove, and which is one of the ten (10) holidays referred to herein, shall be paid at the rate of one and one-half times his/her normal hourly rate.

3. A permanent part-time employee receives pay for a holiday if it falls on a normally scheduled work day. If a holiday falls on a day when he/she is normally not scheduled to work, the part-time employee does not receive payment for the holiday.

E. Snow and Ice Days. When administrative employees are not required to report for work due to hazardous traveling conditions, employees covered by this Agreement shall similarly not be required to report for work.

F. The College, at its discretion, may grant reductions in work hours during the summer months as done in prior years without prejudice.

ARTICLE VII

Employment Procedures

A. Dismissal of Employees. A two (2) week notice of employment termination shall be given by the College. Dismissal without notice may result from the following causes: neglect of duty, incompetency, absence from work without proper notification, dishonesty, improper conduct, contempt

or failure to obey legitimate directions of a department head, and discourteous treatment of students, other personnel or visitors. Any new employee may be dismissed without cause during the first three (3) months of employment.

B. Severance Pay. A person who has been employed for at least one year and whose employment is terminated by the College will be paid severance pay in the amount equal to two (2) weeks salary. A person who has been employed beyond the three (3) month probationary period and whose employment is terminated by the College prior to completing one full year, will be paid in an amount equal to one week's salary. Severance pay will not be paid to any person, (a) whose employment is terminated during the first three (3) months of employment, (b) who voluntarily resigns his/her position, and (c) who is dismissed for cause.

C. Resignation.

1. Any employee who is resigning from his/her position shall give two (2) weeks written notice to his/her immediate supervisor.

2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given and in such event, no vacation pay shall be due and payable.

ARTICLE VIII

Reduction in Job Classification

A. Employees shall not be reduced in job classification without just cause.

B. Any employee reduced in job classification may request and receive from the Director of Personnel or his designated representative, reasons for such reduction, not later than fifteen (15) working days following receipt of such request. Requests shall be made within fifteen (15) working days of either the effective date of reduction in job classification or the date on which the employee was formally notified.

C. The College retains within its sole and absolute discretion the right to lay off employees. The College shall provide as a minimum two (2) weeks' notice of layoff to any regular full-time employee to be affected. In the event of a layoff, the least senior employees in the affected job classification shall be laid off first. Seniority shall be defined as the employee's length of continuous service beginning with his/her last date of hire. Recall from layoff shall be accomplished in the inverse order of the layoff. All employees shall be notified by certified mail directed to the address of the employee as stated in the College records, to return to work and be allowed five (5) working days in which to report to work after such notice being sent, before any loss of seniority occurs.

Employees on layoff shall be recalled to work prior to the Board hiring new employees for the jobs opened by the layoffs. Employees shall be eligible for recall when on layoff for a period not to exceed one year. Seniority shall cease upon voluntary termination, discharge for just cause, and failure to return to work when recalled.

ARTICLE IX

Salaries

A. Salary Schedule. The salary of each employee covered by this Agreement is set forth in Schedule A for fiscal year commencing July 1, 1975 through June 30, 1976 and Schedule B, July 1, 1976 through June 30, 1977. Said Schedules are attached hereto and made a part hereof. These salary schedules represent the complete and full agreement concerning salary and wages for the employees and these schedules shall not be changed or reopened by either party without the mutual consent of both parties.

B. Method of Payment.

1. Employees are paid bi-weekly and checks are issued to each employee every other Friday. If a payday falls on a holiday, the employee shall be paid the previous day.

ARTICLE X

Changes in Job Classifications

Promotions. When a vacancy occurs or a new position is created within the bargaining unit, the College shall distribute to major departments and post a notice on the Personnel Bulletin Board for ten (10) working days when possible, but not less than five (5) working days. Further, the President of the Association shall receive a copy of this notice. However, failure to supply said notice to the President of the Association shall not be a grievable matter. Said notice shall set forth the job classification, duties and requirements, date of starting and salary scale.

Employees desiring consideration shall make application to the person designated in the notice within the specified time period of said posting. Each employee-applicant not selected shall, upon request, receive a written explanation from the Director of Personnel.

ARTICLE XI

A. Employee Evaluation. Evaluation of employees in this unit shall be made by his/her appropriate department head at least once a year. A copy of this evaluation shall be given to the employee and discussed with him/her. If the evaluation is unfavorable, a subsequent evaluation shall be made within one month of the discussion with said appropriate department head. Said second evaluation shall also be made by the department head. In the event a change of evaluation of an employee is placed in the employee's personnel file subsequent to his/her termination, the College shall notify in writing said employee at his/her last known address. The evaluation form shall provide an opportunity for the employee to make comments thereon.

B. Personnel Files. An employee's personnel records shall be made available for inspection by the individual employee within a reasonable amount of time, upon request by the employee. The employee shall have the right to examine all documents in his/her file except outside confidential recommendations. He/She may have reproduced anything in his/her file except those items stated above, official transcripts, and anything prohibited by law. A copy of all internal evaluation reports and recommendations concerning

the employee's competence shall be included in this file. An employee who exercises his/her right to examine his/her file, may be accompanied if he/she wishes, by a representative of the Association. All evaluations, recommendations, etc. in an employee's file must be signed by the issuing authority. An employee must be notified whenever any negative material regarding his health or performance is placed in his/her folder. An employee's file shall be made available during the processing of any grievance.

C. Merit Increases. Members of the Association are eligible for merit increases within the absolute discretion of the College pursuant to College policy at the time of decision.

ARTICLE XII

Employee Facilities and Equipment

A. Appropriate and adequate equipment shall be provided to all employees covered by this Agreement, properly maintained to fulfill their respective job functions as defined by the College.

ARTICLE XIII

Sick Leave

A. Sick leave for regularly appointed full-time employees is accrued at the rate of one-half day per pay period for a total of thirteen (13) days per year. Employees on a ten (10) month appointment accrue sick leave at the rate of one day for each month of service. Where an employee takes three (3) or more consecutive sick days, the College, at its discretion, may require that employee validate sick leave

taken by presenting the written statement of employee's physician, or in the discretion of the College the employee may be required to present himself to a physician to be selected by and paid for by the College, before being permitted to return to work.

B. The unused portion of sick leave is cumulative with no limit to the number of days that can be accrued.

C. Employees with part-time appointments are entitled to accrued sick leave allowance at the rate which their work schedule is proportionate to a full-time schedule. When an employee's status changes from part- to full-time or full-to part-time, accrued sick leave credit will be carried forward at the proportionate rate at which it was earned.

D. Sick leave is not earned during periods of leave of absence without pay of one month or longer. There shall be no settlement of sick leave credit at time of termination of employment, sick leave being only available to persons for health reasons.

E. An employee who expects that his/her absence due to illness will continue beyond his/her accumulated sick leave may request a leave of absence without pay. If this request for leave of absence is approved by the College, the employee may continue health benefits insurance for a limited period of time by arranging for prepayment of premiums to the College in accordance with New Jersey Statutes.

F. Personal Leave. Leave up to two (2) days per year shall be permitted for matters which cannot be cared for in a regular full-time employee's free time. Requests for per-

where the period of disability totals thirty-one (31) days or more, the employee shall be provided a disability insurance plan on the basis set forth hereinafter. In the event an employee has less than thirty-one (31) accumulated sick days, the employee shall first exhaust said accumulated sick leave and therefore, on the 31st day of his absence from work as a result of illness or injury, the College shall provide a disability insurance plan more specifically set forth hereinafter. This disability plan shall be non-contributory upon the employee and the College shall be responsible for the full expense of same. In the event the College desires to change the plan set forth hereinafter, said plans shall provide no less benefits than provided in this Agreement. Said disability payments shall cease on the date the first of the following events occur: (1) the employee returns to his regular duties, (2) the employee leaves the employment of the College, and (3) when payments to the employee under this plan have been received for a maximum period of fifty-two (52) weeks.

B. Payments under this plan shall be reduced to the extent that the employee receives Workmens Compensation or Social Security payments or other mandatory disability program benefits.

C. The amounts to be received by the employee shall be at the salary rate in effect at inception of disability and on the following basis:

| <u>Service</u> | <u>Remuneration</u> |
|--------------------|---------------------|
| First Service Year | 15% of salary |

| | |
|---|---------------|
| Two service years or any part thereof | 25% of salary |
| Three service years or any part thereof | 30% of salary |
| Four service years or any part thereof | 40% of salary |
| Five or more service years | 50% of salary |

ARTICLE XVI

Leaves of Absence Without Pay

A. Regulation and Definition.

1. Leave of absence without pay may be granted to regular non-probationary clerical employees for the following reasons: medical disability, military and child care. Personal leaves of absence may be granted at the discretion of the College. An employee returning from a leave of absence as defined herein will be assigned to his/her former position classification or classification of like status and compensation, unless circumstances of the staff member or the College have changed making this unreasonable. In such circumstances the member will be assigned to a classification for which the member is qualified and for which a position is available.

2. Leaves of absence not to exceed thirty (30) calendar days require the approval of the President of the College. Leaves of absence in excess of thirty (30) calendar days will require the final approval of the Board of Trustees.

B. Eligibility and Duration of Leaves of Absence Without Pay.

| <u>Type</u> | <u>Eligibility</u> | Maximum Duration of <u>Initial Leave</u> | Maximum Duration Including <u>Extensions</u> |
|-------------|--------------------|--|--|
|-------------|--------------------|--|--|

| | | | |
|-----------|---|-----------------------|---|
| Medical | Unable to work because of personal illness or injury and sick time and vacation leave time are exhausted. | 6 months | 2 years |
| Childcare | Following birth of a female employee's child or following adoption of child under age 6 | 3 months | 1 year |
| | Upon a female member's request, her physician's recommendation or when attendance or performance becomes unsatisfactory due to pregnancy. | | Under conditions of a female member's biological maternity, any sick leave time accrued may be initially applied and exhausted. |
| Military | Selective Service induction or called up as a Reserve or National Guard member | Period of Active Duty | 4 years, plus additional time required by law if any plus 90 days after release from duty |
| Personal | College discretion | 3 months | 1 year |

C. Prior to the employee being permitted to take the above described leaves of absence without pay, accrued vacation leave time must be used prior to medical, child care and personal leaves. The staff member will be paid in lieu of accrued vacation leave time at the beginning of military leave. No vacation leave time will be accrued during a leave of absence.

D. In the event the leave of absence without pay is taken by the employee, seniority based upon length of service will continue to accumulate during this period.

E. Outside Employment. When an employee takes a leave

of absence and it is learned that he is employed elsewhere, such discovery will be cause for termination of employment unless specifically approved in writing by the College.

F. Exceeding a Leave of Absence Without Pay. Failure to report for work at the conclusion of a leave of absence or granted extensions, will be considered a resignation and employment will be automatically terminated without notice.

G. Medical Examination. Upon the return of an employee from a leave of absence without pay, the College may require without cost to the staff member, that a physician(s) of its choosing and expense, may examine the staff member before returning the member to active employment. A staff member returning from medical leave of absence must provide a statement from the member's physician releasing the member to return to work.

H. Return to Work Prior to Expiration of Leave of Absence Without Pay. The return to work of an employee prior to the expiration of a leave of absence will be at the option of the College.

I. Procedures in Acquiring Leave of Absence. Requests for leaves of absence without pay will be made and processed in accordance with official College policy and procedure on the subject.

ARTICLE XVII

Protection of Employees

A. Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which unreasonably endanger their health, safety or well-being, nor

shall they be required to work in rooms with temperatures below sixty (60) degrees, unless conditions beyond the control of the College require the maintenance of the heating system below sixty (60) degrees.

B. In any case involving an assault by or upon an employee, the College shall be guided by appropriate law concerning said attack. An employee suffering an assault shall immediately report cases of assault in connection with their employment to their supervisor or intermediate supervisor. Such notification shall be immediately forwarded to the Director of Personnel who shall comply with any reasonable request from the employee for information in the possession of the supervisor relating to the incident.

ARTICLE XVIII

Medical Insurance

The Board of Trustees shall provide health insurance for employees and eligible dependents at no cost to said employee. This coverage shall include hospital benefits under New Jersey Blue Cross, Medical/Surgical benefits under New Jersey Blue Shield, "Rider J," extended out-patient coverage and major medical benefits under the Prudential Insurance Company. In the event the College in its discretion shall determine to change any one of the above carriers, said College may do so provided that the substantive benefits provided to the employees shall not be less than that which is provided in the program set forth hereinabove. In the event such change is made, the Association shall suggest to the administration the selection of desirable insurance

carriers. Notwithstanding, the decision or selection of carriers shall be the discretionary act within the College's prerogative. The above described benefits shall be limited to full-time employees as defined in the New Jersey State Health Benefit Program for Public Employees.

ARTICLE XIX

Tuition

Full-time employees of the College, as defined herein, shall be permitted free tuition and fees for all regular courses offered by Ocean County College up to a maximum of six (6) credit hours per semester, and up to a maximum of four (4) credit hours for summer session courses. Employees' dependents, which are defined as spouse and dependent children, as defined by the Internal Revenue Service of the Federal Government, may be granted free tuition and fees for regular College courses offered by Ocean County College. A maximum of sixty (60) credit hours of the required course load for two (2) full-time students may be taken by an employee's dependents in any one academic year. The above benefits pertaining to free tuition and fees shall be limited to those full-time employees who have satisfactorily completed their probationary period of three (3) months of employment. Partial tuition waivers shall be granted on a pro rata basis for employees who become eligible after the start of the term and for those who terminate active employment prior to the end of the term. Members of this unit and dependents as defined herein will be admitted to community education courses free of tuition and fees on a space avail-